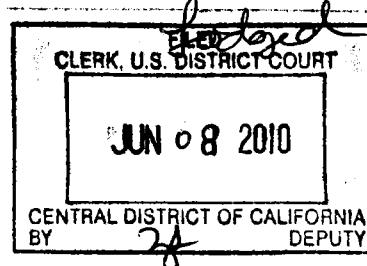
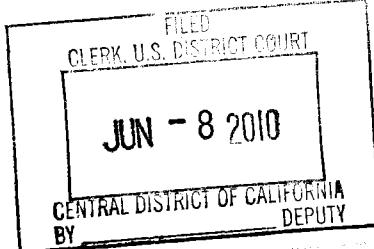


1 Saquib Shoaib, Pro Se
2 Photallica, Pro Se
3 3745 Veteran Ave.
4 Los Angeles, CA 90034
(310) 291-3847

Defendant, Pro Se



IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

Sanrio, Inc and Warner Bros.
Entertainment Inc.

) Civil Action No.
) CVO9 -~~7448~~ DMG (AGRX)

Plaintiffs,

) Action Filed: October 14, 2009

vs.

) Honorable Judge Dolly M. Gee

Photallica Inc. d/b/a Photallica a/k/a
Photallica a/k/a Photallica 2 a/k/a
Photallica II a/k/a Dhocallica;
Mohammed Sulfi a/k/a Mohammed Zulfi
a/k/a Mohammad Zulfi a/k/a Faisal
Mohammed Yussoof a/k/a Mohammed
Yosoof a/k/a Mohammed Yussoof a/k/a
Muhammed Yussoof a/k/a Salim Yosoof
Aka Salim Yussoof a/k/a Yousuf Salim;
Photallica; Saquib Shoaib; and Does 3 -
10, inclusive

) DEFENDANTS PHOTALLICA AND SAQUIB
SHOAIB'S ANSWER TO FIRST AMENDED
COMPLAINT FOR COPYRIGHT
INFRINGEMENT; TRADEMARK
INFRINGEMENT; UNFAIR COMPETITION;
TRADEMARK DILUTION; DECLARATORY
RELIEF

Defendants.

This action is an attempt by a sophisticated California professional plaintiff known as Sanrio, Inc. and Warner Bros. Entertainment Inc. to shake down a two (2) kiosk, defunct, retail key tag photo engraving vendor operating out of two Southern California malls. There are many different businesses in many different jurisdictions using the name Photallica and Plaintiff only used the name Photallica in Lakewood, CA and Cerritos, CA. Plaintiff's claim is analogous to Warner Bros. suing Office Depot because John Q. Public used Office Depot's photocopy machine to reproduce an image of Hello Kitty. In the matter now before the court, John Q. Public used Defendant Photallica and Saquib Shoaib's metal engraving

1 machine to reproduce an image of Hello Kitty on a piece of inexpensive jewelry.

2 Defendants have no information or knowledge about any of the copy right violations
3 claimed by plaintiff.

4 Defendant Photallica and Saquib Shoaib for themselves only, in propria persona,
5 hereby answer Plaintiffs complaint paragraph by paragraph as follows for two (2) defunct
6 Photallica locations and Saquib Shoaib only:

7

8 1. Defendants Admit.

9 2. Defendants Admit.

10 3. Defendant Denies. Defendant is a defunct two (2) kiosk photoengraver using personal
11 images and requests from individual retail customers. Defendant makes no selection or
12 decision as to which images its customers may choose to have engraved onto an inexpensive
13 key chain or item of jewelry. Defendant never has, nor had, the ability to mass produce any
14 items.

15 4. Defendants admit.

16 5. Defendants admit.

17 6. Defendants admit.

18 7. Defendants admit.

19 8. Defendants admit.

20 9. Defendants admit.

21 10. Defendants admit.

22 11. Defendants admit.

23 12. Defendants admit.

24 13. Defendants admit.

25 14. Defendants admit.

26 15. Defendants admit.

27 16. Defendants admit.

28 17. Defendants admit.

1 18. Defendants admit.

2 19. Defendants admit.

3 20. Defendants admit.

4 21. Defendants admit.

5 22. Defendants admit.

6 23. Defendants Photallica and Saquib Shoaib deny that they are infringing upon Plaintiff's
7 Properties, and deny that they operate any of the listed business except, and admit to at one
8 time operating one kiosk at 500 Lakewood Center Mall, Lakewood, California 90714 and one
9 kiosk at 9019 Los Cerritos Mall, and deny any affiliation or association with the other
10 addresses listed in this paragraph.

11 24. Defendants have no information and belief as to this party and as such cannot answer
12 on behalf of this defendant and therefore deny.

13 25. Defendants have no information and belief as to this party and as such cannot answer
14 on behalf of this defendant and therefore deny.

15 26. Defendants admit that they at one time operated now defunct retail kiosks in Lakewood
16 and Cerritos deny that they infringed upon Plaintiff's Properties within this judicial district.

17 27. Defendant Saquib Shoaib admits for himself and is unable to admit or deny for
18 defendant Yussoof and therefore denies.

19 28. Defendants Deny.

20 29. Defendants Deny.

21 30. Defendants Deny.

22 31. Defendants repeat all answers contained in paragraphs 1 through 30.

23 32. Defendants Deny.

24 33. Defendants Deny.

25 34. Defendants Deny.

26 35. Defendants Deny.

27 36. Defendants repeat paragraphs 1 through 35.

28 37. Defendants Deny.

1 38. Defendants Deny.
2 39. Defendants Deny.
3 40. Defendants Deny.
4 41. Defendants Deny.
5 42. Defendants repeat paragraphs 1 through 41.
6 43. Defendants Admit.
7 44. Defendants Admit.
8 45. Defendants Deny.
9 46. Defendants Deny.
10 47. Defendants Deny.
11 48. Defendants Deny.
12 49. Defendants Deny.
13 50. Defendants Deny.
14 51. Defendants Deny.
15 52. Defendants Deny.
16 53. Defendants repeat paragraphs 1 through 52.
17 54. Defendants Admit.
18 55. Defendants Admit.
19 56. Defendants Deny.
20 57. Defendants Deny.
21 58. Defendants Deny.
22 59. Defendants Deny.
23 60. Defendants Deny.
24 61. Defendants Deny.
25 62. Defendants repeat paragraphs 1 through 61.
26 63. Defendants Deny.
27 64. Defendants Deny.
28 65. Defendants Deny.

66. Defendants Deny.
67. Defendants Deny.
68. Defendants Deny.
69. Defendants Deny.
70. Defendants Deny.
71. Defendants repeat paragraphs 1 through 70.
72. Defendants Deny.
73. Defendants Deny.

PRAYER FOR RELIEF

That Plaintiffs take nothing by their complaint and that Defendants recover all of their costs, attorney's fees, legal document assistant fees and other costs incurred in defending against this lawsuit.

Respectfully submitted,

Date: June 7, 2010

Saquib Shoaib,
Photallica
Defendants Pro Se